

# **Exhibit 1**

**Subject:** RE: William Cartwright/Supplement Manufacturing Partner, Inc.  
**Date:** Tuesday, August 29, 2023 at 1:44:42 PM Eastern Daylight Time  
**From:** Frank Cantone <frank@smpnutra.com>  
**To:** mjbirzon@birzonandassociates.com <mjbirzon@birzonandassociates.com>, Will C <will@smpnutra.com>  
**CC:** Steven Milano <steve@smpnutra.com>, Brittany Milano <brittany@smpnutra.com>, Brett Lewis <brett@ilawco.com>  
**Attachments:** William Cartwright Separation Agreement.pdf, William Cartwright Termination Notice.pdf, image004.png, image003.png, image002.png

Please see attached.



**Frank J. Cantone**  
Chief Executive Officer  
**SMP Nutra & SMS Nutra**  
The Most Responsive FULL SERVICE Manufacturer!  
Contact [raven@smpnutra.com](mailto:raven@smpnutra.com) to book a meeting with me!  
[Add Me On LinkedIn!](#)  
**Main:** 833-810-9896 **Desk:** 631-625-4504  
**Mobile/WhatsApp:** 1-631-921-3888  
1 Rodeo Drive  
Edgewood, NY 11717  
[smpnutra.com](http://smpnutra.com) Introducing: [smsnutra.com](http://smsnutra.com)

**SMP** Supplement Manufacturing Partner    **SMS** Supplement Media Studio

Your Partners in Success for Your Nutra Brand

**NSF** GMP Registered Facility Distribution    **eurofins VIP Verified**    **NON-GMO VERIFIED eurofins**    **RIBUS** CERTIFIED CONTRACT MANUFACTURER    **THOMAS** VERIFIED SUPPLIER    **NPA** NATURAL PRODUCTS ASSOCIATION 2023 Member    **GMP** GOOD MANUFACTURING PRACTICE    **Made in USA with Globally Sourced Ingredients**    **FDA** MADE IN REGISTERED FACILITY

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**From:** Mitchell Birzon <[mjbirzon@birzonandassociates.com](mailto:mjbirzon@birzonandassociates.com)>  
**Sent:** Tuesday, August 29, 2023 1:02 PM  
**To:** Steven Milano <[steve@smpnutra.com](mailto:steve@smpnutra.com)>; Brittany Milano <[brittany@smpnutra.com](mailto:brittany@smpnutra.com)>; [brett@ilawco.com](mailto:brett@ilawco.com)  
**Cc:** Will C <[will@smpnutra.com](mailto:will@smpnutra.com)>  
**Subject:** Fwd: William Cartwright/Supplement Manufacturing Partner, Inc.

See below sent to Jomar Peña at ADP earlier this morning.

**Mitchell J. Birzon, Esq.**  
Founding Partner

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**BIRZON & ASSOCIATES**  
**222 East Main Street, Suite 212**  
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Fax: [631.265.6799](tel:631.265.6799)

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Begin forwarded message:

**From:** Mitchell Birzon <[mjbirzon@birzonandassociates.com](mailto:mjbirzon@birzonandassociates.com)>  
**Date:** August 29, 2023 at 7:15:13 AM EDT  
**To:** [jomar.pena@adp.com](mailto:jomar.pena@adp.com)  
**Cc:** Sophia Loizos <[Sophia@birzonandassociates.com](mailto:Sophia@birzonandassociates.com)>, Donna Walsh <[donna@birzonandassociates.com](mailto:donna@birzonandassociates.com)>, Ron Cook <[ron@roncooklawfirm.com](mailto:ron@roncooklawfirm.com)>  
**Subject: William Cartwright/Supplement Manufacturing Partner, Inc.**

You have engaged in inappropriate actions regarding my client, William Cartwright and his fifty per cent ownership of Supplement Manufacturing, Inc.(SMP). Emails addressed to SMP indicate that you have provided legal advice and have apparently been providing legal counsel to SMP without being licensed to practice law in New York State. You are hereby warned to cease and desist any such further behavior and NOT, under ANY circumstances ,perpetrate any further acts that MAY de deemed adverse to my client.

Mr.Cartwright, for your basic edification, is a fifty per cent owner/shareholder of SMP, one of two directors and has discovered that certain individuals, including but not limited to Steven and Brittany Milano, have apparently engaged in unlawful and unauthorized acts regarding SMP. Those issues will be addressed in the Supreme Court. You should notify ADP's in-house legal counsel that I will hold ADP responsible for any damages already incurred or incurred prospectively by my client and SMP in a derivative proceeding. The fact that you have engaged, from my perception, in the unequivocal unauthorized practice of law, is by itself,alarming and actionable. Under separate cover I will be writing to ADP's counsel and your superiors today. BE GUIDED ACCORDINGLY.

**Mitchell J. Birzon, Esq.**

**Founding Partner**

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Supplement  
Manufacturing  
Partner

1 Rodeo Drive  
Edgewood, NY 11717  
(833) 810-9896  
[www.smpnutra.com](http://www.smpnutra.com)  
Admin@smpnutra.com

William:

You are hereby relieved of your duties as Chief Marketing Officer of Supplement Manufacturing Partner Inc., and your employment relationship with the company is hereby terminated effective immediately.

As a result, you no longer possess any authority to act on behalf of the company in any capacity whatsoever, including without limitation, in connection with the company's online presence such as websites and electronic communications infrastructure, marketing programs, strategic alliances and employee relationships, and any other regular or extraordinary company activity or enterprise.

On Thursday, August 24<sup>th</sup>, the company sent you a warning notice which you flagrantly disregarded in your acts since that time. Indeed, on August 28<sup>th</sup>, you again demanded David Borst provide you with a copy of his witness statement in a certain criminal case against Robert Zorn. We have been advised that this might constitute criminal witness tampering. It is completely unacceptable and inexcusable for a senior executive of this company to pressure a witness in connection with a pending criminal case. You are a director and officer of the company; as such, your actions could result in material liability for the company both civilly and criminally.

Furthermore, also on August 28<sup>th</sup>, you posted information on the company's website regarding free product samples, again, without authority, and for the improper purpose of influencing and/or obstructing a pending criminal court case against Mr. Zorn. This action was not only unauthorized, but a breach of your fiduciary duty to the company. You have already admitted to Joseph Imperio that your intent in sending an unauthorized e-mail blast to our customers announcing free samples was in furtherance of assisting Mr. Zorn with his criminal case wherein he is charged with stealing from the company. For these reasons, you have left us with no alternative but to terminate your employment.

SMP Nutra intends to pay you in 3 equal monthly installments a severance amount equal to the salary you would have earned had your employment with the company continued during these periods, less applicable withholding taxes. You will be entitled to these payments in accordance with the terms of the attached severance arrangement, if, but only if, you sign the agreement agreeing to be bound by and comply with its terms. You will forfeit these payments if you are discovered at any time to be in breach of your contractual obligations thereunder.

You must return an executed copy of this severance agreement to me at the principal office of the company no later than 5pm, August 30, 2023, for it to be effective and binding. Otherwise, this offer shall at such time become, and considered by us to be, null and void and of no further force or effect.

Supplement Manufacturing Partner, Inc.  
The Most Responsive Manufacturer!  
1 Rodeo Drive, Edgewood, NY 11717



Supplement  
Manufacturing  
Partner

1 Rodeo Drive  
Edgewood, NY 11717  
(833) 810-9896  
[www.smpnutra.com](http://www.smpnutra.com)  
Admin@smpnutra.com

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The severance agreement addresses your ***employment*** with the company. Once these matters are brought to settlement, together, we will separately address issues relating to your equity holdings in the company and your share of ***ownership allocations***. We are prepared to negotiate a buyout of your interests.

Although you did not heed the company's warning letter, we strongly encourage you to take no further action that could prove harmful to the company. Doing so would not only be against your own financial and legal self-interests, but also be swiftly met with all appropriate legal measures and action. Finally, continued activities adversarial in nature to the company might result in forfeiture of your shares under existing law and contractual arrangements.